

CITY OF BRISTOL



INVITATION TO BID

Please quote us your prices on the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price, Amount and Total or bid may be rejected.

<http://www.bristolct.gov/bids>

Since the City of Bristol is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes. The City reserves the right to reject in whole or in part any or all bids submitted. The attached standard terms and conditions shall become a part of any resultant contract award.

Vendor Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

THIS IS NOT AN ORDER. Fill in and return to the address below.

ISSUED BY: City of Bristol, Connecticut		(Return Bid attention of) Roger D. Rousseau	BID NUMBER 2012-034
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010			DATE ISSUED October 18, 2011
SHIPPING ADDRESS (address for shipment of purchased materials) As noted below		TELEPHONE NUMBER (860) 584-6195	DATE BID REQUIRED November 3, 2011 11:00 am
			DATE MATERIAL REQUIRED
To be Completed by bidder			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
			Unit Price
			Amount

Mechanically Cleaned Bar Screen Assembly for use at the Broad Street Pumping Station, 200 Broad Street, Bristol, CT, in accordance with the requirements set forth in Attachment A.

Please note that equipment will be installed by the City in strict conformance with the manufacturer's installation instructions. After installation, the contractor shall provide for testing and field certification.

Please Note:

Responses to this Request For Quotation must be submitted in writing prior to the due date and time noted above, to the address noted above, as a sealed bid response. Responses received after the required due date and time will not be considered for award.

Faxed bid responses are not acceptable.

Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified as **"Bid #2012-034 Bar Screen Assembly"**.

Total \$ _____

To be completed by bidder	QUOTE NO:	DATE SUBMITTED	DELIVERY AS REQ'D. (Unless noted here)	
	SIGNED	TITLE	TELEPHONE NO. & EXTENSION	CASH DISCOUNT PAYMENT TERMS _____ % _____ days, net 30 days
	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/>	PURCHASE ORDER ADDRESS (If different from 2bidder's address above)	

RETURN THIS FORM IMMEDIATELY!

City of Bristol
Acknowledgment: Receipt of Bid Documents

Bid Number: **2012-034**

Title: **Mechanically Cleaned Bar Screen Assembly**

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date Invitation to Bid was issued October 18, 2011

Date Invitation to Bid was received ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

Note: Faxed acknowledgments are requested!

FAX (860)584-6171

A cover sheet is NOT necessary.

IMPORTANT: DO NOT FAX PROPOSALS.

PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES

Bristol, CT - Broad Street Pump Station:
MECHANICALLY CLEANED BAR SCREEN

PART 1 – GENERAL

1.1 SUMMARY

- A.** This section includes the furnishing of one (1) front-cleaning, front-return link driven mechanically cleaned bar screen assembly to be installed by the City in the bypass channel of the Broad Street Pump Station in Bristol, CT. The channel measures 3' wide x 6' 6" deep and has a maximum raw sewage flow capacity of 14.4 MGD. Screen openings shall be $\frac{3}{4}$ ". Additional details are found in the Appendix at the end of this specification section.
- B.** All equipment supplied under this section shall be furnished by or through a single Screening System Supplier who shall coordinate with the City, the design, fabrication, delivery and testing of the screening components. The Screening System Supplier shall have the sole responsibility for the coordination and performance of all components of the screenings system with the performance and design criteria specified herein.
- C.** The equipment shall be fabricated to facilitate installation in the intended location at the City's pumping station. Manufacturing deviations from the specified dimension may impact the City's cost of installation. Any anticipated additional installation costs due to equipment variations will be taken into account by the City in evaluating bid submissions.
- D.** Dimensional Restrictions: The specified equipment will be installed in the lower screening room at the City's pump station. Primary access to this area will be through a 4 foot by 4 foot hatch in the floor of the upper room. Materials can be lowered through the hatch using an existing two ton overhead power hoist. The mechanical bar screen provided under this bid must be fabricated and shipped in component sizes that will allow the individual components to be lowered through the 4'x4' square hatch and assembled in the lower screening room.

1.2 REFERENCE STANDARDS

- A.** American National Standards Institute (ANSI)
- B.** American Society for Testing and Materials (ASTM)
- C.** American Welding Society (AWS)
- D.** American Institute of Steel Construction (AISC)
- E.** American Bearing Manufacturers Association (ABMA)
- F.** American Gear Manufacturers Association (AGMA)
- G.** National Electrical Manufacturers Association (NEMA)
- H.** Underwriters Laboratory (UL)

1.3 SUBMITTALS

- A.** The equipment manufacturer shall submit the following items:
 - 1. General Arrangement drawings that illustrate the layout of the equipment, equipment weight, principal dimensions with related verifications required for installation including anchorage locations. Other related data including descriptive literature, Electrical Control Drawings, Catalog Cut Sheets for individual components and Drive Motor Data. See Appendix for quantity required.
 - 2. A list of recommended Spare Parts
 - 3. Any Special Tools required for routine maintenance of the equipment shall be provided under this specification at no additional cost.
 - 4. Three O & M Manuals including As-Built Drawings of the Mechanically Cleaned Bar Screen Arrangement, Controls and Accessories shall be provided after equipment ship for inclusion in the Close-Out Submittal process.

1.4 QUALITY ASSURANCE

- A.** The Mechanically Cleaned Bar Screens shall be fully assembled and shop tested at the manufacturing facility prior to shipment.
- B.** All equipment furnished under this Section and related sections shall be of a single manufacturer who has been regularly engaged in the design and manufacture of the equipment and demonstrates, to the satisfaction of the Engineer, that the quality is equal to equipment made by those manufacturers specifically named herein. The screen manufacturer shall have at least 25 installations of mechanically cleaned bar screen equipment that has been in successful operation, at similar installation, for at least five (5) years.
- C.** The equipment furnished shall be fabricated in full conformity with approved drawings, specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.

1.5 WARRANTY

- A.** Manufacturer shall provide a written one year standard warranty from the date of use of the mechanically cleaned bar screen equipment to guarantee that there shall be no defects in material or workmanship in any item supplied.
- B.** Manufacturer shall warrant for the period of 5 years all rotating parts of the Mechanically Cleaned Bar Screen including the gear motor, bearing, drive head, and the link system including the links, castings, pins and retaining rings. Manufacturer warrants that these components shall be replaced if damaged or defective in the normal use of the equipment.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. The basis of design is a FlexRake Full Penetration Fine Screens as manufactured by Duperon Corporation, 515 N. Washington, Saginaw, Michigan.
- B. The City may evaluate alternate screen bid submittal.

2.2 BASIS OF DESIGN

- A. The mechanically cleaned bar screen shall have a head sprocket only, with no sprockets, bearings, or similar drive components under water to trap the chain.
Equipment featuring reciprocating rake arms or lower bearings/sprockets/tracks below the water are not acceptable.
- B. The mechanically cleaned bar screen shall run continuously without an operator.
- C. The equipment shall have multiple scrapers/stagers on the bar screen at one time cleaning continuously from bottom to top, the entire width of the bar screen . The drive output shaft rotation shall be constant and in one direction in order to reduce maintenance. Units which have single raking arms shall not be allowed. Cleaning mechanisms that utilize shock absorbers, springs or other dampening or hydraulic actuations are unacceptable.
- D. The link system shall have jam evasion capability by flexing around and collecting large objects such as a 2 X 4, grease balls and surges of solids at peak loading times without overloading and shutting down the unit. The link system shall be such that it bends in one direction only which allows it to become its own lower sprocket and frame and shall have a 1,000 pound lifting capacity.
- E. Designs employing the use of endless moving media or cables and hydraulic cylinders to remove debris from the channel and units utilizing proximity or limit switches for reverse cycles are not acceptable.
- F. Equipment utilizing a greater than ½ HP motor or more multiple motors to complete a screen cleaning cycle is not acceptable.
- G. The design shall be such to ensure that all maintenance can be accomplished at the operating floor level. No part of the drive system including sprockets shall be located below the water surface at maximum design flow.

2.3 COMPONENTS

- A. **Bar screen assembly:** Bar screen assembly shall be of 304 stainless steel and designed to withstand 1 foot head differential. See Appendix for materials of construction and design requirements such as: slot opening, angle of installation, channel dimensions, etc.

1. **Screen Bars:** Bars shall be 304 stainless steel and be rectangular-shaped with minimum dimensions of 0.25 inch x 1.00 inch. Bars shall be individually replaceable without welding.
 2. **Side Fabrication:** The screen framework shall be 304 stainless steel bent plate with a minimum thickness of 0.25 inch. Horizontal members shall be of stainless steel bent plate with a minimum thickness of 0.25 inch or stainless steel pipe. Support members and frame shall adequately support the bar screen based on site specific requirements.
 3. **Dead Plate:** Dead plate shall be 0.25 inch thick 304 stainless steel. The dead plate shall span the entire width of the unit and transition from bar screen to discharge point.
 4. **Discharge Chute:** The discharge chute shall be 11 gauge. (0.12 inch) 304 stainless steel. The discharge chute shall be bolted to the dead plate and shall be designed to allow debris to be transferred from discharge point into the debris containment.
 5. **Chain Slides:** Chain slide assembly shall be constructed of UV-stable ultra-high molecular weight polyethylene (UHMWPE) rollers and 304 stainless steel supports and components.
- B. Return Guide/Closeouts:** Return guide/Closeouts shall be stainless steel and shall assure proper alignment of scrapers as they enter the bar screen and assure that there is no space wider than the clear opening between bars to prevent passage of larger solids than allowed through the screen.
- C. Debris Blade:** A stainless steel and UV Stable UHMWPE debris blade assembly shall be installed to assist in removing debris from the scraper/stagers on the mechanically cleaned bar screen unit as recommended by the manufacturer.
- D. Link System:** The link system shall be stainless steel. See Appendix for materials of construction.
- E. Scrapers:** Scrapers shall be 1.00 inch thick UV Stable UHMWPE with thru bar technology that fully clean (3) sides of the rectangular bar. Scrapers shall be spaced 21 inches apart. The scrapers move at no greater than 28 inches per minute at standard operating speed of ½ rpm allowing for approximately 1 debris discharge per minute.
- F. Drive Head:** The Drive Head shall be located at the top of the mechanically cleaned bar screen, and the ***drive motor shall be facing upward to avoid potential flooding:***
1. **Drive Unit:** Mechanically cleaned bar screen shall have its own drive unit and driven components.
 - a. Drive Sprockets shall be coated ASTM A48, CL40 cast iron with ASTM A536 80-55-06 ductile cast iron end castings.
 - b. Drive Shaft shall be AISI 1018 steel

- c. Gearbox shall be shaft-mounted, right angle type and incorporate cycloidal and spiral bevel gearing with a total ratio of 809:1. The gear reducer output shaft speed shall be controlled by a volts/hertz type inverter or per rake manufacturer's recommendation. It shall have at least a 1.52 or greater service factor based on machine torque requirements. The gearbox shall not be vented to the outside atmosphere.
- d. The motor shall be AC induction type, 3 phase 230/460 volt and mounted to the gear reducer. Motor shall be ½ hp, designed for 1800 RPMs base speed and rated for Class I, Groups C & D, Class II Groups F & G environments and for use with an inverter. Motor shall have a 4/1 speed range, EPNV enclosure, NEMA design B with a 56C frame size. Service factor shall be 1.0 with 1600V, Class F insulation rated for temperatures up to 40 degrees C. The motor will have 1600 volt insulation, optimized for IGBT type inverters and shall be UL listed.
- e. Motor shall have built in thermostat to protect from overheating that is to be filed wired to corresponding terminal in control panel for redundant (ambient) overload protection.

2. **Bearing:** Bearing shall be greased ball bearing type, non-self-aligning, sealed and lubricated.

3. **Speed Reducer:** Speed reducer shall be 0.50 to 2.2 output RPM, 4650 in-lb output torque 809:1.

G. Standard Coating: All steel bar screen components shall be coated with a urethane moisture-cure two coat paint system in accordance with the paint manufacturer's specification. Products will be MC Zinc and MC Ferrox and MC Luster, as manufactured by Wasser, or equivalent. Standard color is Safety Blue. Material shall meet all state and federal VOC and other regulatory requirements.

2.4 CONTROLS

Screen shall operate at a single speed with an on-off timer that is easily set by the operator. At high water levels, the timer shall be overridden by a single channel-mounted float switch so that the screen operates continuously until the float returns to its "off" position with normal water levels.

A. General: Controls shall be in an enclosure provided by the bar screen manufacturer. The bar screen manufacturer shall be responsible for proper sizing and function of the controls unless specified otherwise.

- 1. Controls shall be designed to accept incoming power supply per plans/specs and shall include a step-down transformer as needed to achieve 120V.
- 2. Control Panel shall be constructed to meet the specified NEMA classification requirements and will include a main, lockable disconnect. The panel will be constructed by a UL certified control panel build facility and will be supported by the appropriate UL labeling.

3. Controls shall be tested by the panel builder and by the rake manufacturer prior to shipment to owner. The rake manufacturer shall verify all overload settings in the rake controller to insure proper overload and speed settings required for the application are properly programmed.
4. Control panel(s) shall be wired complete with a minimum of #16 MTW wire in the appropriate colors for the circuits being supplied. 120VAC control shall be red, grounded AC neutral shall be white, DC control shall be blue, DC neutral shall be blue with a white tracer, equipment ground shall be green and all incoming and outgoing external power source wires shall be a yellow configuration. All AC power wiring shall be a minimum of #12 Black. All wires shall be labeled at both ends with heat-shrink wire markers. Internal panel wiring shall be contained in non-flammable, covered wire way.
5. All panel(s) and panel mounted devices shall be labeled with engraved I.D. markers that reference back to the system schematics. Tags shall be white with black core, engraved as required.
6. All field wiring and power cables between the bar screen Main Control Panel and the Local Push Button Station shall be provided by the City during installation.

B. Components:

1. Main Control Panel

Enclosure shall be NEMA 4X 304 stainless steel and have a continuous hinge, exterior, lockable door and shall be located outside of any explosive environment.

- a) Main Control Panel shall be designed with a SCCR rating of 25KA minimum and labeled as such.
- b) All terminals utilized in the main panel shall be 600V rated terminals and spare terminal space shall be provided for any potential future revisions.
- c) The Main Control Panel shall include at a minimum the following
 - Main control power breaker with lockable operator
 - Hand/On/Auto (HOA) Selector Switch and Push/pull E-Stop
 - Elapsed run-time meter
 - Push-To-Test type indicator lights for "Power On", "Forward", "Reverse", and necessary fault indication

2. Local Emergency Push Button Station

Enclosure shall be NEMA 7/9 rated (explosion-proof) for installation local to the equipment to maintain requirements of local safety codes as determined by the Engineer.

Panel shall be mounted as close to the equipment as safely possible and be field wired by City electrical staff to the corresponding terminal inputs in the main control panel.

The local pushbutton station shall include Forward, Jog Reverse and E-Stop buttons.

3. Single Level Control

- Provide (1) Mechanical Float Switch with intrinsically-safe barrier and 40 foot long cable.

2.5 SPECIALTY TOOLS, SPARE PARTS AND LUBRICATION

A. Manufacturer shall provide any specialty tools and recommend spare parts required for maintaining the equipment as follows:

1. Drive Clevis Pin (1)
2. Snap/Retaining Rings (10)
3. Link Clevis Pins (4)
4. Scraper Bolts (4)
5. Scraper Nuts (4)
6. Snap Ring Tool (1)
7. Never Seez, 3 oz. tube (1)

B. Manufacturer shall provide a 5-year supply of lubrication required for maintaining all bar screen components.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Equipment will be installed by the City in strict conformance with the manufacturer's installation instructions, as submitted with Shop Drawings, Operation and Maintenance Manuals and/or any pre-installation checklists. Installation shall utilize standard torque values. The manufacturer shall specify any and all site preparation tasks and requirements specific to the equipment provided under this specification; including unloading, touch-up painting, etc. and any other installation tasks and materials such as wiring, conduit, control stands as determined by and/or specified by the manufacturer.
- B. **Anchor Bolts:** Anchor bolts and nuts shall be stainless steel and furnished by the City in accordance with the manufacturer's detailed recommended installation requirements.
- a. Anchor bolt template drawings shall be included in the submittal to permit verification of the location structural elements, new or existing in the concrete.
 - b. Anchor bolt sizes, quantity and requirements will be indicated on the submittal drawings. Quantity shall be site specific to the location intended under this specification.

3.2 TESTING AND START UP CERTIFICATION

- A.** After completion of installation, the bidder shall provide for testing and Field certification, which shall be performed in strict conformance with the manufacturer's start up instructions. Testing of the bar screen shall demonstrate that the equipment is fully operational by picking up and depositing materials into specified containment.
- B.** Field certification shall include inspection of the following:
 - 1.** Verify equipment is properly aligned and anchored per the installation instruction and drawings. Assure the bar screen unit is square, flat and unobstructed with required clearances maintained.
 - 2.** Assure controls and instrumentation work in all modes.
 - 3.** Check equipment for proper operation of debris blade, scrapers, etc as well as completion of the Start-Up requirements in the installation guide.

3.3 ONSITE TECHNICAL ASSISTANCE

- A.** Provide manufacturer's to include installation Certification, Start-Up and Training. Manufacturer shall be given minimum 10 days notification prior to the need for such services.

Appendix: Broad Street Pump Station, Bristol, CT

PROJECT SCOPE:

	Selection/Quantity
Quantity of mechanically cleaned bar screens:	One (1)
Auxiliary Equipment:	None

PROJECT MANAGEMENT SPECIFIC:

Quantity of Submittals:	
Quantity of O&M Manuals:	
Quantity of Days (8 hours) Onsite: Site Verification	<i>One</i>
Quantity of Days (8 hours) Onsite: Start-Up & Training.	<i>One</i>
Custom Spare Parts:	<i>select</i>

SITE SPECIFIC DESIGN PERAMETERS:

Channel Width:	36 inches
Channel Depth: (upstream clearance)	78 inches
Bar Clear Opening Size:	<i>0.75 inch</i>
Angle of Installation:	<i>60 degrees from horizontal</i>
Average Flow:	11.52
Average Water Level:	
Maximum Flow:	14.4 MGD
Maximum Water Level:	
Maximum Head Differential:	<i>1 ft standard</i>
Containment Height:	
Debris Bin: (by others)	<i>Must accommodate a 48" height</i>
Material of Construction:	304 Stainless Steel
Link Material of Construction:	304 Stainless Steel
Incoming Power: (Voltage/Phase)	<i>460 volt/3 phase</i>



CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
--	----------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.			



City of Bristol Connecticut

Purchasing Department
111 North Main Street
Bristol, CT 06010

Telephone Number:
(860) 584-6195

Fax Number:
(860) 584-6171

<http://www.bristolct.gov>

Standard Bid and Contract Terms and Conditions

Page 1 of 3

All Invitations For Bids issued by the City of Bristol ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. Bidders shall bear any and all costs associated with response to this invitation to bid, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. **Bid envelopes must clearly indicate the bid number** as well as the date and time of the opening of the bid. The name and address of the Bidder shall appear in the upper left hand corner of the envelope.

4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:
<http://www.bristolct.gov/bids>

5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

6. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the City after the time specified for opening of bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written

authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

7. The City of Bristol reserves the right to accept or reject any and all bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgement, the best interests of the City will be served.

8. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

9. Alternate bids will not be considered, unless specifically authorized in the invitation to bid. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

12. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any bid opening are generally not available until a contract has been formally awarded.

Guaranty or Surety

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning



City of Bristol Connecticut

Purchasing Department
111 North Main Street
Bristol, CT 06010

Telephone Number:
(860) 584-6195

Fax Number:
(860) 584-6171

<http://www.bristolct.gov>

Standard Bid and Contract Terms and Conditions

Page 2 of 3

must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires General Liability insurance (including Completed Operations coverage) from all contractors doing business with the City, in the amounts of \$1,000,000 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence and \$2,000,000 aggregate coverage; as well as \$1,000,000 automobile liability where the use of a vehicle is used in the performance of this contract, and workers compensation as defined in the Connecticut General Statutes. The City is to be named as an additional insured on all policies.

Samples

16. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

19. In the event that a local business submits a bid to the City that is within 4% of the lowest qualified bidder and is considered to be in compliance with the requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the contract at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$1,000,000.00.
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal or other funds that have governing regulations disallowing such practice.
4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

Contract

20. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

21. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

22. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

23. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

24. The bidder hereinafter referred to as persons requesting the use of city facilities of the City of Bristol, or in contracting with the City of Bristol for goods, services, materials, labor and the like with the city of Bristol and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol and its respective officers, agents and servants, or of the bidder or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the city of Bristol and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

25. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand



City of Bristol Connecticut

Purchasing Department
111 North Main Street
Bristol, CT 06010

Telephone Number:
(860) 584-6195

Fax Number:
(860) 584-6171

<http://www.bristolct.gov>

Standard Bid and Contract Terms and Conditions

Page 3 of 3

delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specific-ations, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Bristol, however, no compensation for lost profits shall be allowed.

26. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

Delivery

27. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the bid specifications.

28. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the bid specifications.

29. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the City by the Contractor shall be payable to the Treasurer, City of Bristol.

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Bristol. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

37. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.